

App. F. IX-4

Previous References

Lab 50-29 (10412)
P 52-30-7

1929.

LB

File No. 50-29

Serial Nos. 14, 15

ster References

YB 50-29. (7, 8, 11, 16, 17)

LB 22-34. 123

11 22-35. (66)

11 32-45 (3-4)

General and Revenue Secretariat.

Serial Nos.

Two

Part B for *August 31*

SUBJECT.

Draft Byelaws framed by the Shimoga
Dt Board for the control and management
of Ferries in the District

si. 15) The President, Dt Board, Shimoga
through the D e

No. 2 1081 dt 12-8-31.

Approves of the bye laws with certain
alterations.

5898

Serial
No.

14

President Dt Board
Shimoga no C-146 KB. D
9-6-31. Submit for approval
The revised bye laws ^{approved} framed
by the Dt Bd for the manage-
ment of the forests in the Dt
& state that the bye laws
were duly notified on 8-5-31
and that no objections have
been received.

The previous file
on the subject KB. 50-29-12
has been sent to G. M. B. on
1-4-31 with D notes-7 in
connection with the publica-
tion of the bye laws in the
Mysore Gazette. The file rela-
ting to the Branch meeting
is already attached.
Supt. G. M. B. with compliance.

Hex
8-7-31

The connected file has been
treated as P and S. file 52-31.
7 as Magistrate's file and
received.

R L. S. G. (B. R.)

16/ 11/ 11-11-31
17/ 11-11-31
20/

RECEIVED MISCELLANEOUS
212
9-11-31
p & S

L.B. 50-29-12

No. C.146/L.B.27-28.

Encs. One file.

4457

OFFICE OF THE PRESIDENT. DISTRICT BOARD,
Shimoga District.

Dated, Shimoga 6th June 1931.

516
From **GENERAL SECRETARY,**
17 JUNE 1931
No. *LS*

REV. SECTT.
17 JUNE 1931
L. S. R. RAMOH

H. SIDDAIYA, ESQ., B.A., LL.B.,
President, District Board,
Shimoga.

R. Ranga Rao, Esq., B.A., B.L.,
General Secretary to the Government of
Mysore, Bangalore

Through the Deputy Commissioner, Shimoga District.

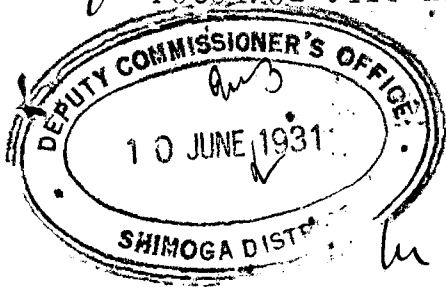
Sir,

J With reference to your No: L. 6119/L.B. 50-29-12 dated 27th January 1931 returning the Draft Bye-laws framed for the management of the Ferries in the District with ~~with~~ certain alterations requesting to notify the same for public information and to resubmit with the objections that may be received and in continuation of my No: C. 146/L.B. 27-28 dated 30th April 1931, I have the honour to resubmit herewith a copy of Bye-laws framed by the Bye-law Committee and approved of by the District Board at their meeting held on 7th and 8th November 1930.

A 12972
12/6 The said Bye-laws have been duly notified in the Mysore Gazette dated 14-5-1931 Part III - 3 Pages 329 to 335 in accordance with rule 24 of the rules issued with Notification No: L. 5470-L.B. 25-26-55 dated 5-2-1927 and no objections regarding the same have been received till now.

I have the honour to be,
Sir,
Your most obedient servant,

H. Siddaiya
President,
District Board, Shimoga.



Forwarded with Compliments
M. S. Ranga Rao
Deputy Commr
Shimoga

DRAFT BYE-LAWS RELATING TO THE MANAGEMENT AND WORKING OF THE
FERRIES IN THE SHIMOGA DISTRICT.

*and entrusted to the management
of the District Board.*

1. The Ferries plying in the Shimoga District ~~and the Ferry or~~ ⁸
Ferries that may hereafter be established by the District Board
at any other place or places shall be under the management of the
District Board.

2. The ~~right~~ ^{fee} to collect ~~tolls~~ payable at each Ferry will be
sold by public auction by the President of the District Board (here-
inafter called merely the President) or other officer deputed by
him. Previous to the sale, a Notification shall be published
specifying the place at which the sale will be held, the period
for which the Ferry will be farmed and the amount to be deposited
by each bidder as earnest money.

3. The Ferry will be knocked down to the highest bidder who
will be called the contractor ~~X~~ of the Ferry. The deposits of
the remaining bidders will be returned soon after the confirmation
of the sale.

4. A list showing the number of boats to be maintained, ^{the} the
number of servants to be employed by the contractor and the ^{that may} number
of persons and the amount of goods ^{to be} conveyed in each boat,
prescribed by the President in accordance with clauses (4) and
(6) of Bye-law (6) infra shall be made available for the informa-
tion of the bidders at the time of the sale and a copy thereof
shall be furnished to the contractor immediately after the confir-
mation of the sale. ^{maximum}

5. The contractor shall, within 15 days of the receipt of
information of the confirmation of the sale in his favour execute
an agreement on a duly stamped paper binding himself and his heirs
to observe the conditions hereinafter set forth and to be subject
to the penalties, forfeitures, and liabilities referred to therein
and when he does not hold property in Mysore shall furnish at
least two sureties who own sufficient properties in Mysore for
the due performance of the contract.

6. The agreement to be executed by the contractor shall contain
the following conditions and be in the form annexed:-

(1) He shall undertake to pay the contract amount into the
Government treasury at ^{the} respective Taluks in 12 equal
instalments each on the 1st of every month.

(2) He shall work the Ferry at the appointed place only and
nowhere else.

(3) The Ferry shall be in charge of the tindal whose appoint-
ment is duly approved by the President. The types of boats if
provided by him shall be those prescribed by the President. He
shall, at his own expense keep in good and thorough repair the Ferry
boat or boats and all furniture in connection therewith and shall
on the expiry or termination of the Farm, make it or them over to
such

such officer as the President may appoint in this behalf provided it or they are supplied to him by the President. He shall, at his expense, execute all repairs to the boat and to the furniture, approved by the President, and shall not execute any such repairs without first obtaining such approval, except in cases of emergency when necessary repairs will be carried out first and then reported to the President through the Amildar of each taluk for approval. He shall pay such sums as cost of any repairs executed by the District Board, Shimoga, or as compensation for any damage done to the boats or to the furniture supplied by the President, as the President may determine; and he shall at all reasonable times permit officers, deputed either generally or specially for the purpose by the President, to examine the Ferry boat and equipments. He shall not ply any boat without a certificate of soundness from the Public Works Department renewable every year at his own expense.

and
(4) The tindal ~~necessary~~ khalasis will be appointed by him subject to the approval of the President and they shall also be liable to removal and to be replaced by others at any time on a requisition from the President. The boats and necessary number of khalasis as shown in Bye-law 4 will be maintained by him. He shall employ any other additional men required for loading and unloading passengers, luggage, goods and ~~like~~ *the*. He shall personally or through a man appointed for the purpose see that all reasonable facilities are offered to passengers and that their luggage and goods are taken to the banks of the river with care. He shall submit to the President, or to such other officer as the President may direct, for his approval the name, age and address of the person to be so employed, and such person shall be liable to immediate dismissal from such employment without previous notice on the written requisition of the President or such other officer as the President may direct. *be* The men to be appointed by him for working the Ferries shall ~~strong~~, active and trained for the work to which they are to be appointed. He shall see that they do not take any drug or other intoxicant while on duty but are sober. He shall not ply any boat with less than the number of boatmen to be carried on such boat under provisions of bye-law 4.

or
(5) He shall work the Ferry day and night on every day that the Ferry can be worked, ~~at~~ at such other times as shall be determined by the President during the period of the lease and shall post one bright lamp on each side of the river and on the Ferry itself. He shall keep the Ferry at a convenient place to admit the passengers and their luggage, animals, carts, carriage and goods getting in or being brought into the Ferry with safety. He shall also keep a ladder or wooden planks sufficient for the use of passengers getting in or out of the Ferry whenever necessary. He shall take steps to prevent passengers embarking or alighting from the Ferry except by the proper planks or ladder. The Ferry boats shall also be kept in readiness for the crossing of the mail as soon as it reaches the Ferry. Animals and carts shall be conveyed only by such appointed boats and rafts as have decks and not by any other boat. A board showing in Kannada how many persons and what quantity of goods each boat is authorised to convey shall be suspended in each boat.

(6) He shall not admit passengers, carts, animals and goods in excess of the limit prescribed by the President. He shall not detain passengers, carts, animals and goods for more than two hours on the banks. No explosive shall be carried in the Ferry boat. He shall not use any Ferry boat licensed to carry ten or more passengers, without a load-line clearly pointed on it. He shall not ply any such Ferry boat with the load-line under water.

fees
fees
(7) He shall levy fees at the rates prescribed on this behalf. All ~~tolls~~ levied shall be recovered in cash. He, or any other servant employed by him, shall collect the ~~tolls~~ from the passengers at the time of starting and not while the boat is crossing the Ferry. The levy of ~~tolls~~ shall be subject to the exemptions that are in force or that have been or may hereafter be notified.

(8) He shall at his own expense keep posted up in a conspicuous place on each side of the Ferry a table, both in English and Kannada showing the fees to be levied and the exemptions as well as the number of passengers and load allowed for each boat. He shall keep a board on the Ferry stand on each side of the Ferry with a copy of the certificate for soundness from the Public Works Department relating to each boat maintained by him posted on it.

(9) On the expiry of the rainy season, that is on November 1st he shall cover the Ferry boat supplied to him by the District Board with a thatch roof at his own cost to protect it against all damages and he shall make good all loss whatever arising from his failure to do what he is bound to do under the above terms.

Provided that this clause applies to Ferries working during the monsoon only.

(10) He shall bear all expenses in respect of the employment of one or two police constables if, in consequence of any quarrel between him and any of the passengers or owing to his other misconduct, the President thinks it necessary to employ any such constable or constables.

(11) He shall not sublet the whole or any portion of the right to levy fees at the Ferry to any person nor hold the contract in partnership with anybody without previously obtaining the written permission of the President.

(12) He shall have at his own expense prepared and kept available at the Ferry a copy of the agreement executed by him and shall produce it on demand for inspection by any executive officer of the District Board, Shimoga, or revenue officer not below the rank of a Shekdar.

(13) He shall keep correctly written a day book relating to the management of the contract and enter in that day book the number of men and animals conveyed each day and the aggregate income therefrom. At the end of the year he shall forward to the President, the whole year's account when made up. He shall show the day book to any one who may be deputed by the President to inspect it.

(14) If during the continuance of the agreement any of his sureties shall die or shall ~~absent~~ or for any other reason be disqualified to stand as surety, or will apply for discharge from liability as such surety, he shall, within one month from the date of requisition from the President so to do, give another surety to the satisfaction of the President.

(15) He shall himself or through his servant carry on this Farm subject to any Rules that have been made or may hereafter be made by the District Board provided that if any such Rules or order necessitates a modification of the position of the Ferry or of the schedules showing the rates of fees to be levied or the conditions of levy and exemptions from payment of fees and will diminish the value of the Farm, the President shall give him the option either of surrendering the Farm for the unexpired portion of the period, on full discharge of all payments due by him up to date, or of continuing the Farm for the full period subject to the payment of such modified amount of revenue or rent on account of the Farm as the President may determine. If for any reason the District Board, Shimoga, deem it expedient to close absolutely any toll station on the Ferry and issue orders to that effect, they reserve to themselves the right to take a part of the amount of contract proportionate to the expired portion of the term of the contract and to cancel the contract for the remaining period.

(16) Subject to the provisions of the last preceding clause he shall bear all loss arising from any cause whatever and shall punctually make all payments due by him to the District Board, Shimoga, under the agreement from time to time as soon as they become due without any pretext or excuse or claim for compensation whatever. If he fails to pay any amount on the due date, he shall pay interest on every such amount at 12 % per annum from that date. In the event of any default in payment of any sum due under the above conditions within ten days of receipt of a notice demanding payment of the same, the President may recover the same together with the amount of notice fee at the usual rate and with such penalty not exceeding one quarter of the sum due, as the President may impose, out of the sum he has deposited with the President for the due fulfilment of the above conditions, or from his sureties or from either of them in the manner laid down in the Mysore District Boards' Regulation 1926.

(17) The President shall have power to impose on him a penalty not exceeding Rs. 500/- for any infringement by him or by any of his servants (or by the sub lessee, if the contract is sublet in accordance with clause 11) of any of the above mentioned conditions or of any of the provisions of the law for the time being in force for the levy of ~~tolls~~ on ferried and to ~~xxx~~ recover the amount of the penalty so imposed by any or all the methods mentioned in the last preceding clause.

(18) If the Farm is withdrawn by reason of any ~~infraction~~ infringement by him or by his servants or his sub lessee if any, of the above mentioned conditions or any of the provisions of the law for the time being in force relating to the levy of ~~tolls~~ at ~~ferries~~ Ferries, he and his sureties shall be liable to make good the loss

loss which the District Board, Shimoga, may suffer from the re-sale of the Farm or from the Departmental management of the Farm for the unexpired portion of the Farm.

(19) The re-sale of the contract shall be no bar to the prosecution of the contractor or his employees for any offence or to the institution of other legal proceedings against him under any law for the time being in force.

imposition
of a penalty
or not

" Yes

H. H. D. Singh

President

District Board Shimoga
Shimoga

DRAFT FORM OF AGREEMENT.

fees

In consideration of the President, District Board, Shimoga, (hereinafter called merely the President) granting me, on my promising to pay to the District Board aforesaid Rs..... the exclusive right to collect ~~tolls~~ from 1st July 19..... to 30th June 19..... at the Ferry on the river at subject to the payment of the above sum, ... residents of taluk District undertake to abide by each and all of the below mentioned conditions and I have deposited with the President, the sum of Rs..... in cash or in the shape of securities and given sureties each in the sum of Rs..... by way of additional security for the fulfilment of this agreement.

CONDITIONS.

1. I undertake to pay into the Government treasury at in 12 equal instalments of Rs..... each on the 1st of every month commencing from

2. I shall work the Ferry at the appointed place only and nowhere else. *whose appt is duly apptd by the Presd*

3. The Ferry shall be in charge of the tindal ~~appointed by~~ the types of boats if provided by me shall be those prescribed by the President. I shall at my own expense keep in good and thorough repair the Ferry boat or boats and all furniture in connection with it and shall on the expiry of termination of the Farm make it or them over to such officer as the President may appoint in this behalf provided it or they are supplied to me by the President. I shall, at my expense, execute all repairs to the boat and to the furniture approved by the President and shall not execute any such repairs without first obtaining such approval excepting in cases of emergency when necessary repairs will be carried out first and then submitted to the President through the Amildar, ... for approval. I shall pay such sums as cost of any repairs executed by the District Board, Shimoga, or as compensation for any damage done to the boats or the furniture supplied by the President as he may determine; and I shall at all reasonable time permit officers deputed either generally or specially for the purpose by the President, District Board, Shimoga to examine the Ferry boat and equipments. I shall not ply any boat without a certificate of soundness from the Public Works Department renewable every year at my own expense.

4. The tindal and necessary khalasis will be appointed by me subject to the approval of the President and they shall also be liable to removal and to be replaced by others at any time on a requisition from him. The boats and necessary number of khalasis shown in clause 20 will be maintained by me. I shall employ any other additional men required for loading and unloading passengers' luggage, goods and the like. I shall personally or through

through a man appointed for the purpose see that all reasonable facilities are offered to passengers and that their luggage and goods are taken to the banks of river with care. I shall submit to the President or to such other officer as the President may direct for his approval the name, age, and the address of the person to be so employed and such person shall be liable to immediate dismissal from such employment without previous notice on the written requisition of the President or such other officer as the President may direct. The men to be appointed by me for working the Ferries shall be strong, active and trained for the work to which they are to be appointed. I shall see that they do not take any drug or other intoxicant while on duty but ^{are} sober. I shall not ply any boat with less than the number of boatmen to be carried on such boat under the provisions of clause 20. ^{the}

5. I shall work the Ferry day and night on every day that the Ferry can be worked or at such other times as shall be determined by the President during the period of this lease and shall post one bright lamp on each side of the river and on the Ferry itself. I shall keep the Ferry at a convenient place to admit the passengers and their luggage, animals, carts, carriages and goods getting in or being brought into the Ferry with safety. I shall also keep ready a ladder or wooden planks sufficient for the use of passengers getting in or out of the Ferry whenever necessary. I shall take steps to prevent passengers embarking or alighting from the Ferry except by the proper planks or ladder. The Ferry boats shall also be kept in readiness for the crossing of the mail as soon as it reaches the Ferry. Animals and carts shall be conveyed only by such appointed boats and rafts as have decks and not by any ~~other~~ boat. A board showing in vernacular how many persons and what quantity of goods each boat is authorised to convey shall be suspended in each boat.

6. I shall not admit passengers, carts, animals and goods in excess of the limit prescribed by the President in clause 20. I shall not detain passengers, carts, animals and goods for more than two hours on the banks. No explosive shall be carried in the Ferry boat. I shall not use any ferry boat licensed to carry 10 or more passengers without a load-line clearly painted on it. I shall not ply any such Ferry boat with the load-line under water.

^{fees} 7. I shall levy at the rates prescribed on this behalf as noted in the schedule attached. All fees levied shall be recovered in cash. I or any ~~other~~ servant employed by me shall collect the fees from the passengers at the time of starting and not while the boat is crossing the Ferry. The levy of fees shall be subject to the exemptions that are in force or that have been or may hereafter be notified.

8. I shall at my own expense keep posted up in a conspicuous place on each side of the Ferry a table both in English and vernacular of the District showing the fees to be levied and the exemptions as well as the number of passengers and load allowed for each boat. I shall keep a board on the Ferry stand on each side of the Ferry with a copy of the certificate for soundness

soundness from the Public Works Department relating to each boat maintained by me pasted on it.

9. On the expiry of the rainy season, that is, on November 1st ~~June~~ shall cover the Ferry boat supplied to me by the District Board with a thatch roof at my own cost to protect it against all dangers and I shall make good all loss what ~~every~~ arising from my failure to do what I am bound to do under the terms of this agreement.

Provided that this clause applies to Ferries working during the mon-soon only.

10. I shall bear all expenses in respect of the employment of one or two police constables if in consequence of any quarrel between me and any of the passengers or owing to my other misconduct the President thinks it necessary to employ any such constable or constables.

11. I shall not submit ~~let~~ the whole or any portion of the right to levy fees at the Ferry to any person nor hold the contract in partnership with anybody without previously obtaining the written permission of the President,

12. I shall have at my own expense prepared and kept available at the Ferry a copy of this agreement and shall produce it on demand for inspection by any executive officer of the District Board, Shimoga or ~~revenue~~ ^{land} officer not below the rank of a shekdar.

13. I shall keep correctly written a day book relating to the management of the contract and enter in that ~~day~~ book the number of men and animals conveyed each day and the aggregate income therefrom. At the end of the year I shall forward to the President, the whole year's accounts when made up. I shall show the day book to any one who may be deputed by the President to inspect it.

14. If during the continuance of this agreement any of my sureties shall die or shall abscond or for any other reason be disqualified to stand as surety or will apply for discharge from liability as such sureties I shall within one month of the requisition from President ~~so~~ to do give another surety to the satisfaction of the President.

15. I shall myself or through my servant carry on this Farm subject to any ~~rules~~ ^{rules} bye-laws ~~or~~ ^{and} orders that have been or may hereafter be made by the ~~rule, bye-law, Government order~~ ^{rule, bye-law, Government order} at the District Board, provided that if any such rule or order necessitates a modification of the position of the Ferry or of the schedules showing the rates to be levied or the conditions of levy and exemption ~~of~~ ^{of} fees and will diminish the value of the Farm the President shall give me the option either of surrendering the Farm for the unexpired portion of the period hereby granted on full discharge of all payments due by me up to date or of continuing the Farm for the full period subject to the payment of such modified amount of revenue or rent on account of the Farm as the President may determine. If for any reason the District Board, Shimoga, deem it expedient to close absolutely any

any toll-station on the ferry and issue orders to that effect, they reserve to themselves the right to take a part of the amount of the contract proportional to the expired portion of the term of the contract and to cancel the contract for the remaining period.

16. Subject to the provisions of the last preceding clause I shall bear all loss arising from any cause whatever and shall punctually make all payments due by me to the District Board, Shimoga, under this agreement from time to time as soon as they become due without any pretext or excuse or claim for compensation whatever. If I fail to pay any amount on the due date I shall pay interest on any such amount at 12 % per annum from that date. In the event of any default in payment of any sum due under this agreement within 10 days of receipt of a notice demanding payment of the same, the President may recover the same together with the amount of notice fee at the usual rate and with such penalty not exceeding $1\frac{1}{4}$ of the sum due as the President may impose, out of the sum I have deposited with him for the due fulfilment of the conditions of this agreement or from my sureties or from either of them in the manner laid down in the Mysore ~~Local~~ ⁸¹ Boards and ~~Village Panchayat~~ Regulation of 1926.

17. The President shall have power to impose ^{upon a penalty} me (not exceeding Rs. 500/- for any infringement by me or by any of my servants (or by the sub lessee if the contract is sublet in accordance with clause 11), of any of the conditions of the agreement or of any of the provisions of the law for the time being in force for the levy ^{penalty} of fees on Ferries and to recover the amount of the fees so imposed by any or all of the methods mentioned in the last preceding clause.

18. On failure of myself or my sureties to pay the ~~fees or~~ penalty as mentioned above the President shall have power at any time to withdraw the Farm from me and to recover forthwith, in the manner mentioned in clause 16 all sums due from me up to date.

19. The impositions of a fine or the re-sale of the contract shall be no bar to the prosecution of myself or my employees for any offence or to the institution of other legal proceeding against myself or my employees under any law for the time being in force. If the Farm is withdrawn by reason of any infringement by me or by my servants or my sub lessee of any of the conditions of this agreement or any of the provisions of the law for the time being in force relating to the levy of fees at Ferries, I and my sureties shall be liable to make good the loss which the district Board, Shimoga may suffer from the re-sale of the Farm or from the Departmental management of the Farm for the unexpired portion of the Farm.

20. The following list shows the number of boats to be maintained, the number of servants to be employed by me, and the number of persons and the amount of goods to be conveyed in each boat in accordance with clauses 4 and 6 above:-

Clause 4.		Clause 6			Amount of goods.
		No. to be conveyed.			
Details of boats to be maintained by the Farmer.	No. of boat- men for each boat.	Persons.	Animals.	Carts.	(Weights in India Mds.
(a) Supplied by the District Board.	Not less than	Not more than	Not less than	Not more than	
(b) To be provided by the contractor himself					

Note:- The details of each boat should be shown seperately:

Dated

Contractor.

Before me

President.

SCHEDULE A.

The lessee shall be entitled to collect fees at the rates specified below:-

Description	Rate.		
	Rs.	As.	Ps.
1. Four wheeled carriages each	0-	8-	0
2. Two wheeled carriages on springs each	0-	6-	0
3. Laden carts with or without springs each...	0-	6-	0
4. Un-laden carts do do do	0-	4-	0
5. Laden Tattoos, horned cattle & mules each..	0-	2-	0
6. Horses laden or un-laden each	0-	2-	0
7. Un-laden Tattoos, horned cattle & mules each	0-	1-	0
8. Asses laden or un-laden each	0-	1-	0
9. Camels ~~and goats~~ laden or un-laden each	0-	3-	0
10. Sheep and goats each	0-	0-	3
11. Palanquins with hamals each	0-	8-	0
12. Tanjon or native Palma with hamals each ...	0-	4-	0
13. Passengers other than little children each.	0-	0-	6

EXEMPTIONS:

No fees shall be demanded in the cases enumerated below:-

- (a) Government mails, stores, remittance and all persons, animals, vehicles employed in carrying the same.
- (b) All Government officials including troops travelling on duty and also in the case of Police Officers, prisoners and property in their custody.
- (c) All parties employed by Government servants to carry official reports when so carrying such reports.
- (d) Children under twelve years of age.
- (e) The President, District Board is at any time and for any length of time at liberty to attach the boats for the conveyance of troops, camp equipage and followed and the contractors and their servants will be bound to give all reasonable assistance to ensure their speedy and safe carriage.

"Copy

H. H. H. H. H.
President District Board
W. M. S. S. S.

Draft bye-laws relating to the management and working of the
Ferries in the Shimoga District.

1. The Ferries plying in the Shimoga District and entrusted to the management of the District Board and the ferries that may hereafter be ~~established~~ established by the District Board at any other place or places shall be under the management of the District Board.

2. The right to collect fees payable at each ferry will be sold by public auction ^{once in three years} by the President of the District Board -- (here-in-after called merely the President) or other officer deputed by him. Previous to the sale, a Notification shall be -- published specifying the place at which the sale will be held, ~~(the period for which the Ferry will be farmed)~~ and the amount to be deposited by each bidder as earnest money.

3. The Ferry will be knocked down to the highest bidder who will be called the contractor or the Ferry. The deposits of the remaining bidders will be returned soon after the confirmation of the sale.

4. A list showing the number of boats to be maintained, the number of servants to be employed by the contractor and the maximum number of persons and the amount of goods that may be conveyed in each boat, prescribed by the President in accordance with clauses (4) and (6) of bye-law (6) infra shall be made available for the information of the bidders at the time of the sale and a copy -- thereof shall be furnished to the contractor immediately after the confirmation of the sale.

5. The contractor shall, within 15 days of the receipt of information of the confirmation of the sale in his favour execute an agreement on a duly stamped paper binding himself and his heirs. to observe the conditions hereinafter set forth and to be subject to the penalties, forfeitures, and liabilities referred to therein. and when he does not hold property ⁱⁿ in the Mysore shall furnish at least two sureties who own sufficient properties in Mysore for the due ~~xxx~~ performance of the contract.

6. The agreement to be executed by the contractor shall

contain the following conditions and be in the form annexed:--

- (1) He shall undertake to pay the ^{entire} contract amount into the Government Treasury at the respective Taluks, in ⁶ 12 equal instalments ^{Commencing from 1st July.} each on the 1st of every month.
- (2) He shall work the Ferry at the appointed place only and nowhere else.
- (3) The Ferry shall be in charge of the tindal whose appointment is duly approved by the President. The types of -- boats if provided by him shall be those prescribed by the President. He shall, at his own expense keep in good -- and thorough repair the Ferry boat or boats and all furniture in connection therewith and shall on the expiry or termination of the Farm, make it or them over to such -- officer as the President may appoint in this behalf provided it or they are supplied to him by the President. He shall, at his expense, execute all repairs to the boat and to the furniture, approved by the President, and -- shall not execute any such repairs, without first obtaining such approval, except in cases of emergency when -- necessary repairs will be carried out first and then -- reported to the President through the ^{Sanitary Officer} Amildar of each taluk for approval. He shall pay such sums ~~at~~ as cost of any -- repairs executed by the District Board, Shimoga, or as -- compensation ~~n~~ for any damage done to the boats or to the furniture supplied by the President, as the President may determine; and he shall at all reasonable times permit officers, deputed either generally or specially for the purpose by the President to examine the Ferry boat and -- equipments. He shall not ply any boat without a certificate of soundness from the Public Works Department -- renewable every year at his own expense.
- (4) The tindal and necessary khalasis will be appointed by him subject to the approval of the President and they shall -- also be liable to removal and to be replaced by others at any time on a requisition from the President. The boats, and necessary number of khalasis as shown in Bye-law 4

will be maintained by him. He shall employ any other -- additional men required for loading and unloading passengers, luggage, goods and the like. He shall personally or through a man appointed for the purpose see that all -- reasonable facilities are offered to passengers and that their luggage and goods are taken to the banks of the -- river with care. He shall submit to the President or to such other officer as the President may direct, for his approval the name, age and address of the person to be so employed, and such person shall be liable to immediate dismissal from such employment without previous notice on the written requisition of the President or such other -- officer as the President may direct. The men to be appointed by him for working the Ferries shall be strong, active and trained for the work to which they are to be appointed. He shall see that ~~he~~ they do not take any drug or other -- intoxicant while on duty but are sober. He shall not ply any boat with less than the number of boatmen to be carried on such boat under provisions of bye-law 4.

- (5) He shall work the Ferry day and night on every day that the Ferry can be worked or at such other times as shall be determined by the President during the period of the lease and shall post one bright lamp on each side of the river and on the Ferry itself. He shall keep the Ferry at a -- convenient place to admit the passengers and their luggage, animals, carts, carriage and goods getting in or being -- brought into the Ferry with safety. He shall also keep a ladder or wooden planks sufficient for the use of passengers getting in or out of the Ferry whenever necessary. He shall take steps to prevent passengers embarking or -- alighting from the Ferry except by the proper planks or ladder. The Ferry boats shall also be kept in readiness for the ~~xx~~ crossing of the mail as soon as it reaches the Ferry. Animals and carts shall be conveyed only by such appointed boats and rafts as have decke and not by any --

other boat. A board showing in Kannada how many persons and what quantity of goods each boat is authorised to convey shall be suspended in each boat.

- (6) He shall not admit passengers, carts, animals and goods in excess of the limit prescribed by the President. He shall not detain passengers, carts, animals and goods for more than two hours on the banks. No explosive shall be carried in the Ferry boat. He shall not use any Ferry boat licensed to carry ten or more passengers, without a load-line clearly pointed on it. He shall not ply any such Ferry boat with the load-line under water.
- (7) He shall levy fees at the rates prescribed on this behalf. All fees levied shall be recovered in cash. He, or any other servant employed by him, shall collect the fees from the passengers at the time of starting and not while the boat is crossing the Ferry. The levy of fees shall be subject to the exemptions that are in force or that have been or may hereafter be notified.
- (8) He shall at his own expense keep posted up in a conspicuous place on each side of the Ferry a table, both in English and Kannada showing the fees to be levied and the exemptions as well as the number of passengers and load allowed for each boat. He shall keep a board on the Ferry stand on each side of the Ferry with a copy of the certificate for soundness from the Public Works Department relating to each boat maintained by him pasted on it.
- (9) On the expiry of the rainy season, that is on November 1st he shall cover the Ferry boat supplied to him by the District Board with a thatch roof at his own cost to protect it against all damages and he shall make good all loss whatever arising from his failure to do what he is bound to do under the above terms.

Provided that this clause applies to Ferries working during the monsoon only.

- (10) He shall bear all expenses in respect of the employment of one or two Police constables if, in consequence of any quarrel between him and any of the passengers or owing to his other misconduct, the President thinks it necessary to employ any such Constable or Constables.
- (11) He shall not sublect the whole or any portion of the -- right to levy fees at the Ferry to any person nor hold the contract in partnership with anybody without previously obtaining the written permission of the President.
- (12) He shall have at his own expense prepared and kept -- available at the Ferry a copy of the agreement executed by him and shall produce it on demand for inspection by any Executive Officer of the District Board, Shimoga, or Revenue Officer not below the rank of a Sheikdar.
- (13) He shall keep correctly written a day book relating to the management of the contract and enter in that day -- book the number of men and animals conveyed each day and the aggregate income therefrom. At the end of the year he shall forward to the President, the whole year's -- account when made up. He shall show the day book to any one who may be deputed by the President to inspect it.
- (14) If during the continuance of the agreement any of his -- sureties shall ~~xxx~~ die or shall abscond or for any other reason be disqualified to stand as surety, or will apply for discharge from liability as such surety, he shall, within one month from the date of requisition from the President so to do, give another surety to the satisfaction of the President.
- (15) He shall himself or through his servant carry on this Farm subject to any rules that have been made or may hereafter be made by the District Board provided that if any such rules or order necessitates a modification of

the position of the Ferry or of the schedules showing the rates of fees to be levied or the conditions of levy and exemptions from payment of fees and will diminish the -- value of the Farm, the President shall give him the -- option either of ^{conveying} ~~surrounding~~ the Farm for the unexpired portion of the period, on full discharge of all payments due by him up to date, or of continuing the Farm for the full period subject to the payment of such modified -- amount of revenue or rent on account of the Farm as the President may determine. If for any reason the District Board, Shimoga, deem it expedient to close absolutely any toll station on the Ferry and issue orders to that effect, they reserve ~~to~~ to themselves the right to take a part of the amount of contract proportionate to the expired portion of the term of the contract and to cancel the contract for the ~~terminating~~ remaining period.

- (16) Subject to the provisions of the last preceding clause he shall bear all loss arising from any cause whatever and shall punctually make all payments due by him to the District Board, Shimoga, under the agreement from time to time as soon as they become due without any pretext or excuse or claim for compensation whatever. If he fails to pay any amount on the due date, he shall pay interest on every such amount at 12 per cent per annum from ^{date} ~~that~~ date. In the event of any default in payment of any such ^{sum} ~~due~~ under the above conditions within ten days of receipt of a notice demanding payment of the same, the President may recover the same together with the amount of notice fee at the usual rate and with such penalty not exceeding one quarter of the sum due, as the President may impose, out of the sum he has deposited with the President for the due fulfilment of the above conditions, or from his sureties or from either of them in the manner laid down in the Mysore District Boards' Regulation, 1926. X.
- (17) The President shall have power to impose on him a penalty not exceeding Rs. 500/- for any infringement by him or by any

X
The President
shall also
have power to
the right to
collect the fees
of the original
contract shall have no right for
any excess amount realized on resale.

of his servants (or by the sub-lessee, if the contract is sublet in accordance with clause 11) of any of the above mentioned conditions or of any of the provisions of the law for the time being in force for the levy of fees on ferries and to recover the amount of the penalty so imposed by any or all the methods mentioned in the ~~xxx~~ last preceding clause.

(18) If the Farm is withdrawn by reason of any infringement by him or by his servants or his sub-lessee if any, of the above mentioned conditions or any of the provisions of the law for the time being in force relating to the levy of fees at Ferries, he and his sureties shall be liable to make good the loss which the District Board, Shimoga, may suffer -- from the re-sale of the ~~the~~ Farm or from the Departmental management of the Farm for the unexpired portion of the ~~portion~~ Farm.

(19) The imposition of a penalty or the re-sale of the contract shall be no bar to the prosecution of the contractor or his employees for any offence or to the institution of other legal proceedings against him under any law for the time being in force.

Suhama Angastu
for General Secretary to Government.
mta

DRAFT FORM OF AGREEMENT.

In consideration of the President, District Board, Shimoga, (hereinafter called merely the President) granting me, on my promising to pay to the District Board aforesaid Rs..... the exclusive right to collect fees from 1st July 19... to 30th June - 19... at the Ferry on the river subject to the payment of the above sum, I, ... resident of Taluk, District..... undertake to abide by each and all of the below mentioned conditions and I have deposited with the President, the sum of Rs..... in cash or in the shape of securities and given sureties each in the sum of Rs..... by way of additional security for the fulfilment of this agreement.

CONDITIONS.

1. I undertake to pay into the Government treasury at..... in ⁶12 equal instalments of Rs..... (each on the 1st of every month) commencing from. *[Signature]*

2. I shall work the Ferry at the appointed place only and nowhere else.

3. The Ferry shall be in charge of the tindal whose appointment is duly approved by the President. The types of boats if provided by me shall be those prescribed by the President. I shall at my own expense keep in good and thorough repair the Ferry boat or boats and all furniture in connection with it and shall on the expiry of termination of the Farm make it or them over to such officer as the President may appoint in this behalf provided it or they are supplied to me by the President. I shall, at my expense, execute all repairs to the boat and to the furniture approved by the President and shall not execute any such repairs without first obtaining such approval excepting in cases of emergency when necessary repairs will be carried out first and then submitted to the President through the *Sanitary Inspector of the P.W.* Amildar..... for approval. I shall pay such sums as cost of any repairs executed by the District Board, Shimoga, or -

[Large Signature]

as compensation for any damage done to the boats or the furniture -- supplied by the President as he may determine; and I shall at all reasonable time permit officers deputed either generally or specially for the purpose by the President, District Board, Shimoga, to examine the Ferry boat and equipments. I shall not ply any boat without a certificate of soundness from the Public Works Department renewable every year at my own expense.

4 The tindal and necessary khalasis will be appointed by me - subject to the approval of the President and they shall also be liable to removal and to be replaced by others at any time on a requisition from him. The boats and necessary number of khalasis shown in clause 20 will be maintained by me. I shall employ any other additional men required for loading and unloading passengers' luggage, goods and the like. I shall personally or through a man appointed for the purpose see that all reasonable facilities are offered to passengers and that their luggage and goods are taken to the banks of the river with care. I shall submit to the President or to such other officer as the President may direct for his approval the name, age and the address of the person to be so employed and such person shall be liable to immediate dismissal from such employment without previous notice *on the written requisition of* ~~as~~ the President or such other officer as the President may direct. The men to be appointed by me for working the Ferries shall be strong, active and trained for the work to which they are to be appointed. I shall see that they do not take any drug or other intoxicant while on duty but are sober. I shall not ply any boat with less than the number of boatmen to be carried on such boat under the provisions of clause 20.

5. I shall work the Ferry day and night on every day that the Ferry can be worked or at such other times as shall be determined by the President during the period of this lease and shall post one bright lamp on each side of the river and on the Ferry itself. I shall keep the Ferry at a convenient place to admit the passengers and their luggage, animals, carts, carriages and goods getting in or being brought into the Ferry with safety. I shall also keep ready a ladder or wooden planks sufficient for the use of passengers getting in or out of

the Ferry whenever necessary.. I shall take steps to prevent passengers embarking or alighting from the Ferry except by the proper planks or ladder. The Ferry boats shall also be kept in readiness for the crossing of the mail as soon as it reaches the Ferry. Animals and carts shall be conveyed only by such appointed boats and rafts as have decks and not by any other boat. A board showing in vernacular how many persons and what quantity of goods each boat is authorised to convey shall be suspended in each boat.

6. I shall not admit passengers, carts, animals and goods in excess of the limit prescribed by the President in clause 20. I shall not detain passengers, carts, animals and goods for more than two hours on the banks. No explosive shall be carried in the Ferry boat. I shall not use any ferry boat licensed to carry 10 or more passengers without a load-line clearly painted on it. I shall not ply any such Ferry boat with the load-line under water.

7. I shall levy fees at the rates prescribed on this behalf as noted in the schedule attached. All fees levied shall be recovered in cash. I or any servant employed by me shall collect the fees from the passengers at the time of starting and not while the boat is crossing the Ferry. The levy of fees shall be subject to the exemptions that are in force or that have been or may hereafter be notified

8. I shall at my own expense keep posted up in a conspicuous place on each side of the Ferry a table both in English and vernacular of the District showing the fees to be levied and the exemptions as well as the number of passengers and load allowed for each boat. I shall keep a board on the Ferry stand on each side of the Ferry with a copy of the certificate for soundness from the Public Works Department relating to each boat maintained by me pasted on it.

9. On the expiry of the rainy season, that is, on November 1st, I shall cover the Ferry boat supplied to me by the District Board with a thatch roof at my own cost to protect it against all



dangers and I shall make good all loss whatever arising from my failure to do what I am bound to do under the terms of this agreement.

Provided that this clause applies to Ferries working during -- the monsoon only.

10. I shall bear all expenses in respect of the employment of one or two police constables if in consequence of any quarrel between me and any of the passengers or owing to any other misconduct -- the President thinks it necessary to employ any such constable or constables

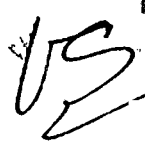
11. I shall not sublet the whole or any portion of the right to levy fees at the Ferry to any person nor hold the contract in partnership with anybody without previously obtaining the written permission of the President.

12. I shall have at my own expense prepared and kept available at the Ferry a copy of this agreement and shall produce it on demand for inspection by any executive officer of the District Board, Shimoga, or any revenue officer not below the rank of a Sheikdar.

13. I shall keep correctly written a day book relating to the management of the contract and enter in that book the number of men and animals conveyed each day and the aggregate income therefrom. At the end of the year I shall forward to the President, the whole year's accounts when made up. I shall show the day book to any one who may be deputed by the President to inspect it.

14. If during the continuance of this agreement any of my sureties shall die or shall abscond or for any other reason be disqualified to stand as surety or will apply for discharge from liability as such surety I shall within one month of the requisition from the President so to do, give another surety to the satisfaction of the President.

15. I shall myself or through my servant carry on this Farm -- subject to any rules, orders or bye-laws that have been or may here-



after be made by the Government or the District Board, provided that if any such rule, bye-law or order necessitates a modification of -- the position of the Ferry or of the schedules showing the rates to be levied or the conditions of levy and exemptions of fees and will diminish the value of the Farm the President shall give me the option either of surrendering the Farm for the unexpired portion of the period hereby granted on full discharge of all payments due by me up to date or of continuing the Farm for the full period subject to the payment of such modified amount of revenue or rent on account of the Farm as the President may determine. If for any reason the District Board, Shimoga, deem it expedient to close absolutely any toll-station on the ferry and issue orders to that effect, they reserve to themselves the right to take a part of the amount of the contract proportionate to -- the expired portion of the term of the contract and to cancel the contract for the remaining period.

16. Subject to the provisions of the last preceding clause I -- shall bear all loss arising from any cause whatever and shall punctually make all payments due by me to the District Board, Shimoga, under this agreement from time to time as soon as they become due without -- any pretext or excuse or claim for compensation whatever. If I fail to pay any amount on the due date I shall pay interest on any such -- amount at 12 per cent per annum from that date. In the event of any default in payment of any sum due under this agreement within 10 days of receipt of a notice demanding payment of the same, the President -- may recover the same together with the amount of notice fee at the -- usual rate and with such penalty not exceeding $1\frac{1}{2}$ of the sum due as the President may impose, out of the sum I have deposited with him for the due fulfilment of the conditions of this agreement or from my -- sureties or from either of them in the manner laid down in the Mysore District Boards Regulation of 1926.

17. The President shall have power to impose upon me a penalty not exceeding Rs. 500/- for any infringement by me or by any of my servants (or by the sub lessee if the contract is sublet in accordance -- with clause 11), of any of the conditions of the agreement or of any -



of the provisions of the law for the time being in force for the levy of fees on Ferries and to recover the amount of the penalty so imposed by any or all of the methods mentioned in the last preceding clause.

18. On failure of myself or my sureties to pay the penalty as mentioned above the President shall have power at any time to withdraw the Farm from me and to recover forthwith, in the manner mentioned in clause 16 all sums due from me up to date.

19. The imposition of a fine or the re-sale of the contract shall be no bar to the prosecution of myself or my employees for any offence or to the institution of other legal proceeding against myself or my employees under any law for the time being in force. If the Farm is withdrawn by reason of any infringement by me or by my servants or my sub lessee of any of the conditions of this agreement or any of the provisions of the law for the time being in force relating to the levy of fees at Ferries, I and my sureties shall be liable to make good the loss which the District Board, Shimoga, may suffer from the re-sale of the Farm or from the Departmental management of the Farm for the unexpired portion of the Farm.

20. The following list shows the number of boats to be maintained, the number of servants to be employed by me, and the number of persons and the amount of goods to be conveyed in each boat in accordance with clauses 4 and 6 above:-

Clause 4.		Clause 6.		Amount of	
				goods.	
Details of boats to be maintained by the Farmer,	No. of boat-men for each boat.	No. to be conveyed.		Weights in	
		Persons.	Animals carts	Indian Mds.	
(a) Supplied by the District Board.	Not less than	Not more than	Not less than	Not more than	
(b) To be provided by the contractor himself.					

Note.- The details of each boat should be shown separately.

Dated.....

Before me.

Contractor.

President.

Schedule A.

The lessee shall be entitled to collect fees at the rates specified below:--

Description.	Rate.		
	Rs.	A.	P.
1. Four wheeled carriages each.	0	8	0
2. Two wheeled carriages on springs each.	0	6	0
3. Laden carts with or without springs each.	0	6	0
4. Unladen carts do. do.	0	4	0
5. Laden Tattooes, horned cattle and mules each	0	2	0
6. Horses laden or unladen each.	0	2	0
7. Unladen Tattooes, horned cattle and mules each.	0	1	0
8. Asses laden or unladen each.	0	1	0
9. Camels laden or unladen each.	0	3	0
10. Sheep and goats each.	0	0	3
11. Palanquins with hamals each.	0	8	0
12. Tanjon or native Palna with hamals each.	0	4	0
13. Passengers other than little children each.	0	0	6

Exemptions.

No fees shall be demanded in the cases enumerated below:-

(a) Government mails, stores, remittances and all persons, animals, vehicles employed in carrying the same.

(b) All Government officials including troops travelling on duty and also in the case of Police Officers, prisoners and property in their custody.

(c) All parties employed by Government servants to carry official reports when so carrying such reports.

(d) Children under twelve years of age.

(e) The President, District Board is at any time and for any length of time at liberty to attach the boats for the conveyance of troops, camp equipage and followers and the contractors and their servants will be bound to give all reasonable assistance to ensure their speedy and safe carriage.

Suhawanyasath
for General Secretary to Government.
mb

SUBJECT.....

Diary No. of letter replied to.....

Sec LB

File No. 50-29

Serial No. 15

General and revenue Secretariat

the

192

Proceedings of the Government of
His Highness the Maharaja of Mysore.

Read—

Date of issue.....

12-8-31

Signed by.....

Mr. V. S. Sastri

May this be

- i Printed ?
- ii treated as a standing order ?
- iii published in the Gazette,
English Part ?
- iv translated ?
- v placed at the disposal of the press ?
- vi published in the Gazette,
Kannada Part ?

be correspond^{ing} with letter no
C 146/LB 27-28 & 9.6.31 from the
Presd. D. B. Shimoga submitting
draft byelaws framed by the
Board for the Control & manage-
ment of Ferries in the District

Order ~~Thereon~~ No. L. 1081

The byelaws are appd
with certain verbal alterations
as embodied in the copy
2) The byelaws may be
printed & a dozen copies sent
to this office for record.

To
The Presd. D. B. Shimoga this
the D. C. Shimoga D- with
a copy of the byelaws.
for Gen Secy
27.7.31
V S

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE.

Extra

Read:--

Correspondence ending with letter No.C.146/L.B.27-28 dated 9th June 1931 from the President, District Board, Shimoga, submitting draft bye-laws framed by the Board for the control and management of Ferries in the District.

Order No. *L.1081/LB.50-29-15*¹⁰
Dated, Bangalore, *12th August* 1931.

The bye-laws are approved with certain verbal alterations as embodied in the copy.

2. The bye-laws may be printed and a dozen copies sent to this office for record.

S. Subrahmanya Sastry

For General Secretary to Government.

To

The President, District Board, Shimoga,
THROUGH the Deputy Commissioner, Shimoga District.
with a copy of the bye-laws.